

LEASENo. 71092S

This LEASE is made on the execution date written below between the Lessor and Lessee written below.

In consideration of the rent hereinafter specified to be paid by the Lessee to the Lessor and the covenants, conditions and terms hereinafter set forth, Lessor hereby leases to Lessee and Lessee hereby rents and hires from Lessor on an exclusive basis a five thousand (5,000) square foot parcel of real property (the "premises") in the area commonly known as Sage Peak situated in the County of Ventura, State of California; the general area owned by Lessor is described in Exhibit A and the specific parcel within said general area is set forth in Exhibit B; Exhibits A and B are attached and are made a part of this Lease.

Lessor warrants that Lessor has full right to make this lease, and that Lessee shall have quiet and peaceful possession of the premises during the term. Lessor will provide documentation of its interests in the premises to Lessee if requested.

Lessee agrees to secure any zoning changes, special use permits, or building permits required for Lessee's construction and maintenance of its facility on the premises. Lessor will cooperate with Lessee in the securing of any such zoning changes or permits. If Lessee, after submitting such applications, shall be unable to procure to its satisfaction the change of zone, variances, permits, or licenses required to construct and maintain said facility, then Lessee may cancel this lease by written notice to Lessor, such cancellation to be effective on the last day of the month in which such notice is given. Lessee shall, in the event of such cancellation, remain liable for any rent accrued under Section 2 below.

Lessor also grants to Lessee access between the leased premises and nearby public roads via existing roads and/or roads hereafter established.

Lessor will help as needed to minimize the potential for interference from itself, its other tenants, their subtenants, and licensees which may be harmful to the use of the telecommunications equipment of Lessee, its subtenants, and licensees.

Lessee will help as needed to minimize the potential for interference from itself, its tenants, and licensees which may be harmful to the use of the telecommunications equipment of Lessor, its tenants, their subtenants, and licensees.

1. The initial term of this lease shall be the period commencing on the first day of the month of January, 1993, and ending on the last day of the month of December, 2002.

2. Rent will be paid by Lessee to Lessor in monthly installments by the 15th day of each month. The amount of rent paid each month will be computed based on Lessee's gross rental receipts from Lessee's customers using its facility on the premises as follows:

50.00% of the first \$4,575 of Lessee's gross rental receipts for the prior month, plus
33.33% of Lessee's gross rental receipts for the prior month in excess of \$4,575.

By February 28 of each year, the Certified Public Accountant regularly engaged by Lessee will examine Lessee's financial records regarding its operations at the premises in order to determine if Lessee's monthly rent payments of the prior calendar year were correct and will provide Lessor with a statement verifying the accuracy of such payments.

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Lessee

Lessor

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Belinda V. Fuentes

3. Lessee is hereby given and granted the right and option to extend the term hereof for a period commencing on the first day of the month of January, 2003, and ending on the last day of the month of December, 2012, with the same terms and conditions and with the same rental rate. If such option is exercised, Lessee is hereby granted the right and option to further extend the term hereof for a period commencing on the first day of the month of January, 2013, and ending on the last day of the month of December, 2015, with the same terms and conditions and with the same rental rate. Each such right and option to extend the term hereof may be exercised only if Lessee gives to Lessor written notice at least thirty (30) days prior to the end of the term then in effect and only if Lessee be not in default hereunder at the date of giving such notice.

4. The leased premises will be used for the installation, operation and maintenance of telecommunications equipment along with associated other electronic equipment which may be passive and/or active. Lessee shall have the right to install upon the site towers, buildings, fencing, telephone lines, electrical lines, power generating equipment, and other accessories necessary to the successful and secure operation of the above mentioned equipment. Lessee may sublet or license others to use the premises. Lessee and its subtenants and licensees shall have the unrestricted right to enter or leave the premises at all times. All equipment or other property installed upon the premises shall at all times be personal property of Lessee or its licensees or subtenants and, at Lessee's option, may be removed by Lessee at any time during the term or within a reasonable time after expiration of this Lease.

5. Lessee agrees to indemnify Lessor against and hold it harmless from all liabilities to and claims by or on behalf of any person, firm or corp., by reason of any bodily injuries or damages to property of Lessor or other arising from, growing out of or connected with the exercise by Lessee, its agents or employees, of any of the rights granted in this lease, or any negligent act or omission on the part of Lessee, its agents or employees. Neither party shall be responsible or answerable to the other party for bodily injury or property damages caused by fire, theft, vandalism, lightning, power line surges, excessive voltage, ground faults, earthquake, rain, ice, hail, snow, flood, act of God, or the negligence of any person not under the direct control of a party.

Lessee shall at its expense maintain and keep in effect general liability insurance protecting itself and Lessor against any such loss in the amounts not less than \$1,000,000 for bodily injury arising from any one occurrence and \$1,000,000 for property damage arising from any one occurrence. Lessee shall furnish to Lessor a certificate of insurance issued by the insurer as evidence of the coverage.

6. Lessee and Lessor agree to pay prior to delinquency for all services provided by any third party providers and all governmental fees and taxes related to this property and this lease. Both parties further agree not to permit any of its charges to become charges against the other, that no liens shall be filed or recorded against any property covered by this lease, and to save harmless the other party from any liability on account of any such charge or lien.

7. Lessee shall pay during the term hereof all charges for all public utilities furnished to and used on said premises and all taxes assessed or charged against personal property and improvements, if any, situated on said premises.

8. In the event Lessee fails to pay the rent herein specified in the manner and at the times herein specified, within thirty (30) days after receipt of written notice of such failure from Lessor, Lessor shall have, in addition to such other rights afforded by law, the right to

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terminate this lease without notice and to enter upon and take possession of said premises. In the event Lessee fails to keep or perform any of the other covenants or conditions hereof upon Lessee's part to be kept or performed, within thirty (30) days after written notice from Lessor to Lessee specifying such default, Lessor shall likewise have said other rights in addition to the rights afforded by law.

In addition to reasons mentioned elsewhere in this lease, Lessee may cancel this lease by written notice to Lessor, such cancellation to be effective on the last day of the month in which such notice is given, for the following reasons:

- A. Harmful interference which cannot be satisfactorily cured.
- B. Loss of ability to access the premises.
- C. Lessee's being prevented by governmental action or any other authority from continuing to use its facility in the same manner and for the same purposes for which it is to be used.

9. Each and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessor and the successors and assigns of Lessee.

10. Any notices permitted or required by law or by this Lease shall be in writing and shall be deemed duly given when personally delivered to the other party to whom they are addressed or, in lieu of such personal delivery, two (2) business days after being deposited in the United States mail, first-class postage prepaid, addressed to such party. Addresses may be changed at any time by written notice to the other party.

11. This Lease supersedes the prior lease between the parties which was dated March 4, 1985. Mountains Recreation and Conservation Authority was the successor to Orrin Sage as Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the execution date, December 4, 1992, at Calabasas, California.

	<u>Lessee</u>	<u>Lessor</u>
Name:	<u>Meridian Communications</u>	<u>Mountains Recreation and Conservation Authority</u>
Address:	<u>Attn: Agreement Administration Dept. 23501 Park Sorrento, Suite 213A Calabasas, California 91302-1355</u>	<u>3750 Solstice Canyon Road Malibu, California 90265</u>
By:		
Signed:	<u><i>Richard J. Reichler</i></u>	<u><i>Belinda V. Faustinos</i></u>
Printed:	<u>Richard J. Reichler</u>	<u>BELINDA V. FAUSTINOS</u>
Title:	<u>Vice President</u>	<u>DEPUTY EXECUTIVE OFFICER</u>

<u>Exec. date: 1992DEC04</u>		<u>Lessee</u>	<u>Lessor</u>
Site:	<u>Sage Peak</u>		
Lease No.:	<u>71092S</u>	Name <u>Meridian Communications</u>	<u>Mountains Recreation and Conservation Authority</u>
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EXHIBIT A

That portion of Tract "A", according to the map thereof recorded in book 3, page 7 of Maps, in the office of the County Recorder of the County of Ventura, described as follows:

Beginning at a point in the Easterly line of said Tract "A", distant along said Easterly line and prolongation thereof South 5000 feet from the Southerly line of Section 9, Township 2 North, Range 17 West, Rancho Simi, as shown on said map, at the Southeasterly corner of the land described in the deed to C. J. Mc Grath and wife, recorded April 5, 1954, in book 1193, page 463, Official Records; thence along said Easterly line,

1st: South 5985.87 feet, more or less, to the Northerly terminus of the 2nd course, recited as "North 0° 10' 40" East 482 feet", in the deed to North American Aviation, Inc., a corporation, recorded April 27, 1954, in book 1198, page 278, Officials Records; thence along the Northeasterly line of said last mentioned land by the following 3 courses:

2nd: North 42° 28' 05" West 2292.16 feet; thence,

3rd: South 50° 10' 55" West 1325 feet; thence,

4th: South 89° 55' 55" West 2712.09 feet to the Westerly line of the land described in Parcel V in the deed to Ida M. Dundas, recorded June 15, 1929, in book 251, page 287, Official Records; thence along said Westerly line,

5th: North 5140.5 feet, more or less, to the intersection with a line which bears West from said point of beginning; thence along said last mentioned line,

6th: East 5280 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said land conveyed to Las Virgenes Municipal Water District, in deed recorded July 29, 1968, in book 3342, page 442, Official Records.

EXCEPT from a portion of said land, 25% of the mineral interest as set out in that certain deed recorded February 6, 1976, in book 4545, page 907, Official Records.

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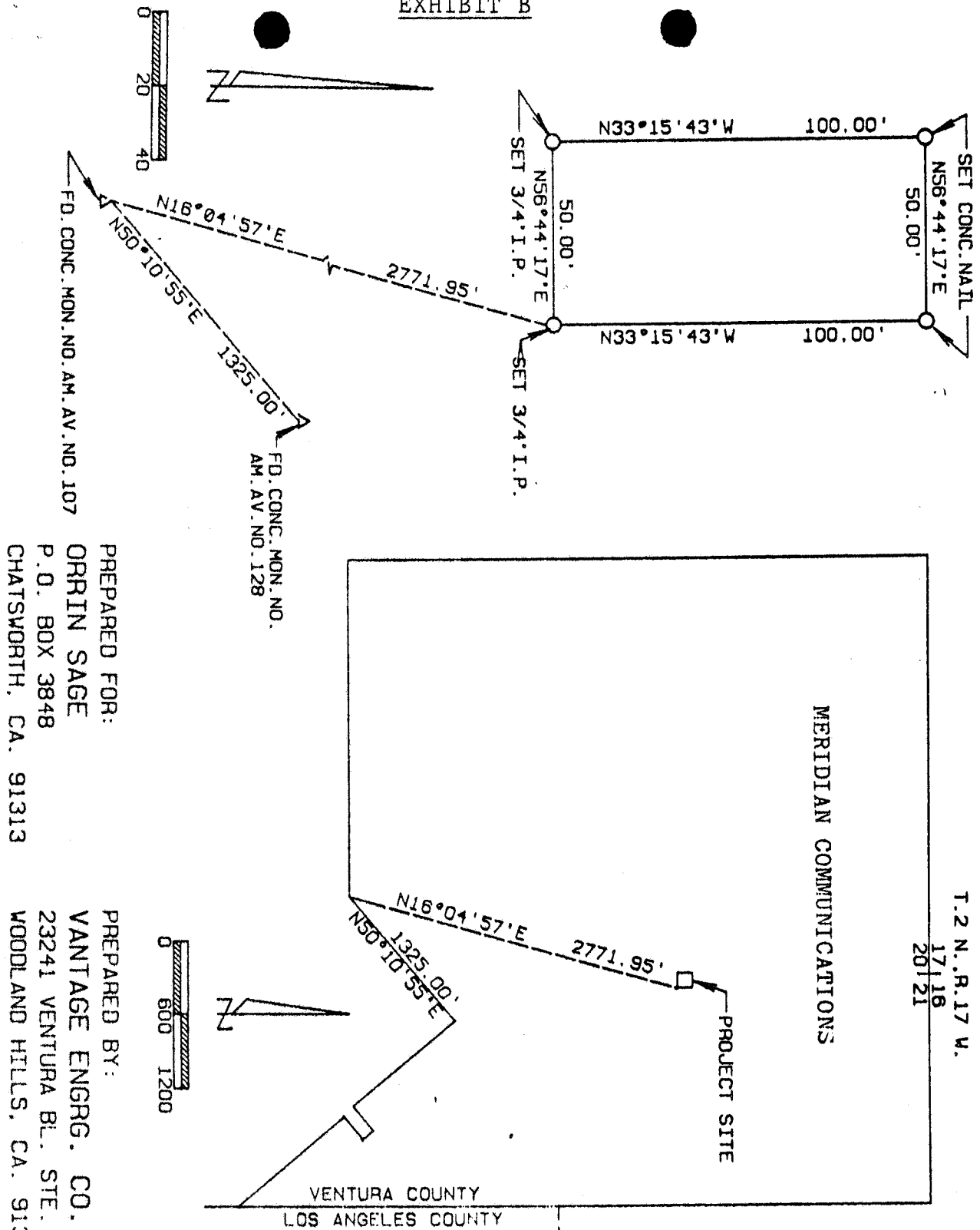
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EXHIBIT B



PREPARED FOR:
ORRIN SAGE
P.O. BOX 3848
CHATSWORTH, CA. 91313

PREPARED BY:
VANTAGE ENGRG. CO., INC.
23241 VENTURA BL. STE. 208
WOODLAND HILLS, CA. 91364
(818) 348-5509

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